

LICENSE AGREEMENT BETWEEN THE CITY OF NEWPORT AND  
THE OREGON COAST COUNCIL FOR THE ARTS  
FOR THE PLACEMENT OF A SCULPTURE ON CITY-OWNED PROPERTY

This License Agreement ("Agreement") is between the City of Newport, an Oregon municipal corporation (hereinafter "City"), and the Oregon Coast Council for the Arts (hereinafter "OCCA"), collectively "the parties."

Recitals

- A. OCCA was bequeathed \$50,000 by sculptor, Mark Sponenburgh, for the purchase and installation of a sculpture entitled, "Mother and Child," by sculptor Mary Lewis (hereinafter "sculpture").
- B. OCCA has determined that the best location for the placement of the sculpture is on city-owned property near the northeast corner of the Performing Arts Center.
- C. OCCA requested permission from the City Council, at its meeting of December 16, 2013, to allow placement of the sculpture on city-owned property, and the City Council directed staff to prepare an agreement to allow the sculpture to be placed near the northeast corner of the Performing Arts Center on city-owned property.

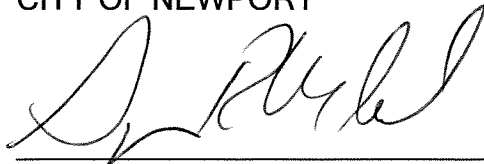
Now, therefore, in consideration of the recitals above, and mutual covenants and conditions contained herein, the parties agree as follows:

Terms of Agreement

- 1. This agreement is effective when signed by authorized representatives of both parties, and will remain in effect until OCCA relocates the sculpture or the City Council determines that it is no longer in the public interest for the sculpture to remain at this location, and as set forth below.
- 2. City will not charge OCCA for allowing the sculpture to be placed on city-owned property.
- 3. OCCA is responsible for all costs associated with the installation of the sculpture. OCCA agrees to reimburse the City for any costs City incurs in assisting in the installation of the sculpture, including, but not limited to, concrete work. All such costs shall be paid to City within thirty (30) days of written demand by City.
- 4. OCCA is responsible for proper maintenance of the sculpture, and any platform or other structures supporting it, along with all maintenance costs associated with the upkeep of the sculpture and supporting structures.

5. OCCA is responsible for the installation and maintenance of any lighting for the sculpture, and all electrical utility charges associated with operation of the sculpture lights.
6. OCCA is responsible for maintaining adequate liability insurance coverage for the sculpture, and shall provide the City a separate endorsement naming the City as an additional insured.
7. This Agreement may be terminated by the City upon 10 days prior written notice if the City Council determines, that it is no longer in the public interest that the sculpture be located at this site.
8. The agreement may also be terminated at any time by either party, with or without cause. In such event, OCCA shall thereafter remove the sculpture, and its platform or supporting structures, if any, at its own expense within thirty (30) days of the date of City's written notice.
9. OCCA shall save, hold harmless, and indemnify City, its agents, officers, and employees from and against any and all claims arising out of this Agreement and any damages resulting therefrom, including but not limited to claims of personal or bodily injury or death, and property damage, whether arising from tort, contract, regulatory or other claim.

CITY OF NEWPORT

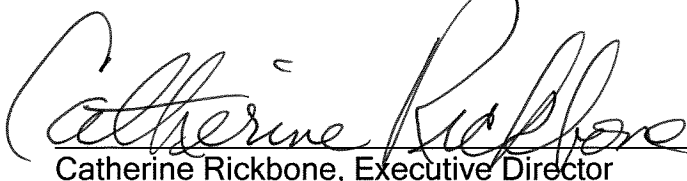


Spencer Nebel, City Manager

3/21/14

Date

OREGON COAST COUNCIL FOR THE ARTS



Catherine Rickbone, Executive Director

3/20/14

Date



**City of Newport  
Engineering Department**

169 SW Coast Highway  
Newport, OR 97385

Phone: 1.541.574.3386  
Fax: 1.541.266.3301

# CITY OF NEWPORT, OR Newport Nazarene Sewer

100 50 0 100 Feet



This map is for informational use only and has not been prepared for, nor is it suitable for legal, engineering, or surveying purposes. It includes data from multiple sources. The City of Newport assumes no responsibility for its completion or use and users of this information are cautioned to verify all information with the City of Newport Engineering Department.